

COPY

Paradise Valley Fixed LPR / L3 Mobile-Vision Extended Maintenance Agreement

Revised: 27 March 2017

Summary of L3 MVI Scope throughout the contracted EMA support period:

- This agreement covers 13 fixed LPR systems which were installed between 18 February 2015 and 2 September 2015 with base warranty expiration of each system one year after installation. Listing of systems and installation dates are provided at the end of this document.
 - Defined Warranty/EMA Periods of Performance:
 - ~~Date of Install = 30 Sept 2016 (Base Warranty + EMA Pro Rated to 30 Sept 2016)~~ → PER
 - ~~1 October 2016 – 30 September 2017 (EMA Year 1) – Base Agreement~~ → ROB
 - 1 October 2017 – 30 September 2018 (EMA Year 2) – Optional Extension
 - 1 October 2018 – 30 September 2019 (EMA Year 3) – Optional Extension
 - EMA can be extended for up to one additional year beyond these periods (five year equipment lifecycle which will be “End of Life” as of 30 September 2020).
 - All on-site support services including preventative maintenance are to be provided by the customer.
 - Upon receipt of Purchase Order, the EMA period and coverage will begin. Payment terms are Net-30 days after receipt of Purchase Order.
- 11/1/17
WAIVED
ROB
THOMPKINS
BH

L3 MVI Base EMA:

- Hardware warranty support and replacement of failed equipment:
 - Roadside equipment (LPR Integrated Processing Appliance and cameras)
 - Shipment of equipment to customer facility
- AlertVU software warranty support and bug fixes (as required) – Currently under warranty with Paradise Valley through Mobile LPR EMA. Annual renewals required.
- Periodic AlertVU software updates – Currently under warranty with Paradise Valley through Mobile LPR EMA. Annual renewals required.
- Remote assistance with any diagnostics and programming of roadside and back-office equipment, as-required. No travel or on-site support is included.
- Service issues will be acknowledged within 1 business hour, start resolution will begin within 24 hours Monday – Friday only; excluding holidays. L3 Mobile-Vision provides remote diagnosis and support for our FLPR management systems.

Summary of customer responsibilities and excluded items:

- Customer is responsible for requesting support through the defined L-3 MVI support help desk system (e-mail or telephone).
- Customer is responsible for providing cognizant IT professional on-site support to assist with remote troubleshooting of both server and roadside equipment
- Customer is responsible for replacement of any failed roadside equipment through a local electrician including re-aiming of cameras, as-needed.
- Roadside equipment preventative maintenance (twice per year):
 - Access/opening of the NEMA enclosure for inspection.
 - Inspect all hardware, wires, and connections.
 - Use of a dust cleaner spray to remove sand and dust particles and prevent buildup within the NEMA enclosure, including of the environmental filters.
 - During this time, perform a cleaning of the camera lens using a soft cloth and lens/glass cleaner.
 - Failure to complete adequate preventative maintenance as-scheduled may result in denial of EMA hardware replacement claims by L3.
- Hardware failure due to abuse, acts of nature, vandalism, etc. is not covered.
- Customer is responsible for return shipment of any failed hardware; invoice will be generated for any equipment not returned in a timely manner (14 days).
- LPR HW/SW EMA and on-site support does not include any equipment other than fixed LPR; examples of excluded items (separate EMA quotes required for coverage):
 - Back office (server/Rimages)
 - Vehicle equipment (DVRs / Mobile LPR / V-One Computers)
 - Access Points
 - Additional fixed LPR systems not listed at the end of this document

Option Pricing:

• Base Warranty + EMA Pro-Rated to 30 Sept 2016:	\$13,663.33
• 1 October 2016 – 30 September 2017 (EMA Year 1):	\$43,747.00
• 1 October 2017 – 30 September 2018 (EMA Year 2):	\$50,456.00
• 1 October 2018 – 30 September 2019 (EMA Year 3):	\$56,763.00

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RJ

L3 MVI Limited Warranty:

- L3 MVI Limited Warranty covers any details not listed in this document (see appendix).

ADDENDUM

L-3 Communications Mobile-Vision, Inc. (“Contractor”) further agrees as follows as an addendum to the Extended Maintenance Agreement (“Agreement”) between the Town of Paradise Valley and Contractor:

I. Immigration Law Compliance.

- A. Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- B. Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- C. Town of Paradise Valley (“Town”) retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty under subsection (A) above.
- D. Town may conduct random inspections, and upon request of the Town, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Contractor agrees to keep papers and records available for inspection by the Town during normal business hours and will cooperate with Town in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section I.
- E. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the Town. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the Town.
- F. Contractor’s warranty and obligations under this Section I to the Town are continuing throughout the term of this Agreement or until such time as the Town determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- G. The “E-Verify Program” above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

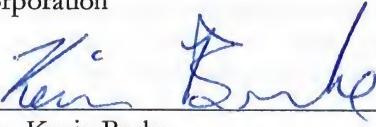
II. Boycott of Israel Prohibited. Contractor acknowledges this Agreement is subject to A.R.S. § 35-393.01, which prohibits the Town from contracting with any person who is currently, or during the Term or any renewal or extension Term, participating in a boycott of Israel. Contractor warrants that it is not and will not participate in such prohibited activity in contravention of A.R.S. § 35-393.01 and has executed the affidavit attached as Exhibit A as assurance to the Town.

III. Conflicts. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating,

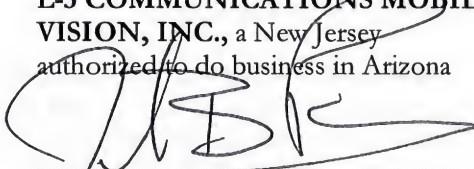
negotiating, securing, drafting, or creating the Agreement on Town's behalf becomes an employee, agent, or consultant of any other Party to this Agreement.

The Parties enter into the Extended Maintenance Agreement, including the Addendum, effective as of the date fully executed.

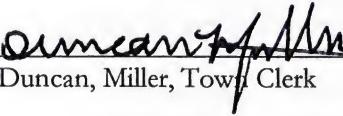
TOWN OF PARADISE VALLEY,
an Arizona municipal corporation
corporation


By: Kevin Burke
Its: Town Manager
Date: 10/10/17

**L-3 COMMUNICATIONS MOBILE
VISION, INC., a New Jersey
authorized to do business in Arizona**

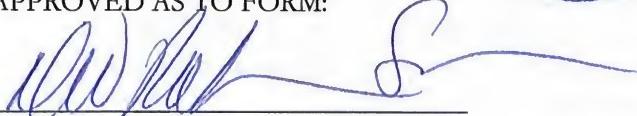

By: John Powers
Its: VP of Sales
Date: _____

ATTEST:


Duncan, Miller, Town Clerk



APPROVED AS TO FORM:


Andrew Miller, Town Attorney

Appendix - L3 MVI Limited Warranty:

LIMITED Warranty Statement and Support Overview

Effective Date: 07/01/16

L-3 Communications Mobile-Vision, Inc. (L-3 Mobile-Vision) warrants the following products for the period indicated from defects in workmanship or materials:

- FLASHBACK In-Car Video System Hardware and Components (1) Year
- CycleVision Motorcycle Video System Hardware and Components (1) Year
- Interview Room Video System Hardware and Components (1) Year
- Northern Branded Multi-Room Viewing Hardware (2) Years
- V-One Integrated Mobile Data Computer (3) Years
- Keyboard for V-One Mobile Data Computers (1) Year
- MobileVu Display (If purchased separately) (1) Year
- AlertVu License Plate Recognition Hardware and Components (1) Year
- AlertVu License Plate Recognition Client Software (1) Year
- Digital Evidence Management System Software (1) Year
- Digital Evidence Management Hardware Solution (If Applicable) (1) Year
- L3Capture.com- Please refer to Terms of Use on L3Capture.com
- Dell Branded Server Hardware (5) Years
- PatrolScout Client and Server Software (1) Year
- PatrolScout Server Hardware (1) Year
- BodyVISION Body Worn Video Camera (1) Year
- VIEVU Branded Body Worn Video Products (90) days
- Primera Branded, DVD/Blu-ray Disc Publisher (1) Year
- Rimage Branded, DVD/Blu-Ray Disc Publisher (1) Year
- Motion Computing Branded R12 and F5 Model Tablets (3) Years
- Sierra Wireless InMotion oMG, oCM, and oMM Systems (1) Year

If a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, L-3 Mobile-Vision will either repair the defect at no charge using new or refurbished replacement parts, or exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. A replacement product or part assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. The purchaser must return the failed component(s) to the factory or a factory-authorized service center. Purchaser is responsible for shipment to L-3 Mobile-Vision and assumes all costs and risks. Return shipment to the Purchaser will be at L-3 Mobile-Vision's risk and expense. **L-3 Mobile-Vision's maximum reimbursement for return shipping shall not exceed UPS ground service rates.**

Before you ship your product for warranty service, it is your responsibility to keep a separate backup copy of the system configurations and data. **L-3 Mobile-Vision is not liable for any damage to or loss of any programs, data, or other information stored on any media. Recovery and reinstallation of system and application software and user data are not covered under this limited warranty.**

Warranty excludes labor to diagnose installed components and labor to remove or reinstall components. Warranty does not extend to any devices to which an L-3 Mobile-Vision component is mounted or connected. L-3 Mobile-Vision reserves the right to charge for repairs to correct damage resulting from abuse, improper installation, or extraordinary environmental damage to components during warranty period at rates normally charged for repairing such units not covered under warranty. L-3 Mobile-Vision will not be liable for any direct, indirect, consequential or incidental damages arising out of the use or inability to use this product. Customers assumes all other responsibility for any loss, damage or injury to persons or property arising out of, connected with, or resulting from the use of L-3 Mobile-Vision's products or in combination with other products/components.

Listing of systems covered and date of installation:

Location #	Location Name	System #	Aiming	LPR Install
1	North Tatum & E McDonald	1	Northbound Tatum	18-Feb
1	North Tatum & E McDonald	2	Eastbound McDonald	19-Feb
2	E Lincoln & N. 36th (Palo Cristi)	3	Eastbound on Lincoln	16-Jun
2	E Lincoln & N. 36th (Palo Cristi)	4	Southbound on 36th	17-Jun
3	E Doubletree Ranch East of Tatum	5	Eastbound/Westbound on Doubletree	6-May
4	E Lincoln & N Scottsdale	6	Westbound on Lincoln (2 lanes)	1-Sep
5	E McDonald & North Scottsdale	7	Westbound on McDonald (1 lane)	17-Jun
6	E Doubletree Ranch & N Scottsdale	8	Westbound on Doubletree (1 lane)	1-Sep
7	N 64th (Invergordon) & E Camelback	9	Northbound on 64th (1 lane)	2-Sep
8	E Stanford & N. 32nd Street	10	Eastbound on Stanford (1 lane)	2-Sep
9	E Stanford & N 40th Street (Roundabout)	11	Northbound on 40th/Westbound Stanford	5-May
10	N 40th Street South of E Stanford	12	Northbound on 40th	6-May
11	N Tatum & E Shea	13	Southbound on Tatum	7-May

Retail Replacement Costs of Equipment:

- Pricing below is as-of February 2017; please note that product pricing and availability is subject to change at any time.
- 1-camera fixed LPR system: \$19,950
- 2-camera fixed LPR system: \$26,950
- 3-camera fixed LPR system: \$33,950

Agreement Approvals:

John Powers
VP of Sales
L3 Mobile-Vision

Kevin Burke
Town Manager
Town of Paradise Valley

Andrew Miller
Town Attorney
Town of Paradise Valley

LIMITED Warranty Statement and Support Overview

Effective Date: 07/01/16

L-3 Mobile-Vision does not warrant that the operation of the product(s) will be uninterrupted or error-free. As a further limit on the warranty, and as an expressed warning, the user should be aware that harmful personal contact may be made with any devices mounted into a motor vehicle in the event of violent maneuvers, collisions, or other circumstances, even though said devices are installed and used according to instructions. Purchaser will determine and accept any risk involved with the installation and use of this product. L-3 Mobile-Vision specifically disclaims any liability for injury caused by contact with its products or components in all such circumstances.

The foregoing limited warranty is the exclusive warranty in lieu of all other warranties of quality, fitness for purpose, or merchantability, whether written, oral, or implied. All maintenance and service will be performed by L-3 Communications Mobile-Vision, Inc., 400 Commons Way, Suite F, Rockaway, NJ 07866 or, at the customer's choice, by an L-3 Mobile-Vision certified service center. Note: *It is the responsibility of the user to remove and return the component(s) requiring repair.* Warranty repairs require an RA (Return Authorization) number in order to be processed. This can be arranged by calling (800) 338-8475, option 3 or by completing a Return Authorization form on our website: <http://www.mobile-vision.com/support/online-return-authorization-form/>

Compliance with U.S. Export Laws & Regulations: When required by law, transactions which are subject to the Export Administration Act, 15 CFR – Export Administration Regulations, Arms Export Control Act, 22 CFR - International Traffic in Arms Regulations, and all other applicable U.S. Import/Export Laws and Regulations shall be adhered to without exception. Buyer shall not forward, redirect or re-export goods, data or information in violation of such laws and regulations. Seller shall be held harmless by Buyer in the event that any regulatory requirement may impact Seller's performance, price or schedule.

Warranty excludes the following:

- Intentional misuse or abuse
- Unauthorized maintenance
- Product or parts that have been modified to alter functionality or capability
- Data recovery resulting from hard drive failure
- Virus or malware damage
- Data Migration
- Operational failure due to network or security changes
- Any networked component not provided by L-3 Mobile-Vision
- UPS Devices
- All consumable items including but not limited to batteries, protective coatings, mounting clips
- On-site service
- Damage caused by third party products and/or software
- Cosmetic damage that does not affect the functionality of the system
- Damage that occurs in shipment
- Damage caused by accident, misuse, fire, other external causes and acts of god

Digital Evidence Management Software (if applicable)

L-3 Mobile-Vision warrants its Digital Evidence Management System (DES) for a period of one (1) year from original "implementation" date (the date that L-3 Mobile-Vision's Support Engineers performed on-site server installation, configuration, and training). If on-site implementation was not purchased with the server (typical of software-only products), the (1) year warranty commences on the original factory ship date. L-3 Mobile-Vision warrants that its Digital Evidence Management System is adequate in features and functions to facilitate the management of digital evidence for law enforcement purposes. L-3 Mobile-Vision will not be liable for any direct, indirect, consequential, or incidental damages arising out of the use or inability to use this product.

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VERSION SUPPORT

We support the current and last two Major releases of DES and AlertVu software products.

Digital Evidence Management Hardware (if applicable)

During the one-year warranty period, L-3 Mobile-Vision agrees to repair or replace any Digital Evidence Management System component (based on that component's availability) that fails due to defective materials or workmanship. Sole responsibility under this warranty shall be to repair, adjust, or replace (at L-3 Mobile-Vision's option and according to the manufacturer's warranty conditions) any software, equipment, and peripheral that is part of the originally installed system that fails during this period and is not subject to any of the exclusions listed herein. Equipment, peripherals, and software supplied by the customer are excluded from coverage. During the one-year warranty period, server hardware that requires Next Business Day On-site Service will be coordinated through L-3 Mobile-Vision and provided by Dell Computer. The L-3 Mobile-Vision Technical Support Engineer will determine if an on-site service technician must be dispatched to support a qualified repair. For Next Business Day On-site Service, a technician will typically arrive on-site the next business day. Generally, calls received by L-3 Mobile-Vision before 4:00 p.m. local (EST) will qualify for next-business day service. However, L-3 Mobile-Vision has no liability should the provider (DELL) postpone, cancel, or delay the service. In the event that additional parts/resources are required once the on-site technician is at the Customer's site, work may be temporarily suspended until the additional parts/resources arrive. For years two (2) through five (5) of the manufacturer's warranty, service is coordinated and provided directly through Dell Computer.

AlertVu License Plate Recognition Hardware

L-3 Mobile-Vision's obligation under the one year warranty period shall be subject to the limitations set forth in this document. Warranty excludes on-site labor to diagnose components that were part of the originally installed system and any labor to remove or re-install components. Customer is responsible for product removal, replacement and shipment to L-3 Mobile-Vision. Any on-site engineering services to resolve a hardware warranty item not addressed through an additional service agreement will be billed at the currently charged rates.

AlertVu License Plate Recognition Client Software

L-3 Mobile-Vision warrants its AlertVu Software to be free from operational and material defects and covers all software updates for a period of one (1) year from original "implementation" date (the date that L-3 Mobile-Vision's Support Engineers performed on-site installation, configuration, and training). L-3 Mobile-Vision warrants that its AlertVu License Plate Recognition Software is adequate in features and functions to facilitate the scanning, processing and transfer of license plate data for law enforcement purposes. L-3 Mobile-Vision will not be liable for any direct, indirect, consequential, or incidental damages arising out of the use or inability to use this product.

V-One MOBILE DATA COMPUTER

During the one-year period beginning on the invoice date, L-3 Mobile-Vision will repair or replace products returned to our designated support facility. To request limited warranty service, you must contact L-3 Mobile-Vision's Customer Technical Support within the limited warranty period. Refer to the details in your documentation or that in the Support section below to find the appropriate telephone number for obtaining customer assistance. If limited warranty service is required, L-3 Mobile-Vision will issue a Return Material Authorization Number. You must ship the products back to L-3 Mobile-Vision in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment. L-3 Mobile-Vision will ship the repaired or replacement products to you freight prepaid if you use an address in the continental United States, where applicable. Shipments to other locations will be made freight collect.

This limited warranty does not cover any items that are in one or more of the following categories: software; external devices (except as specifically noted); accessories or parts added to a V-One system after it is shipped from L-3 Mobile-Vision; accessories or parts that are not installed at L-3

LIMITED Warranty Statement and Support Overview

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Mobile-Vision; all other monitors, keyboards, mice and any other devices (including those products).

NON-WARRANTY REPAIR WORK

Note: excludes RIMAGE, PRIMERA, VIEVU and DELL (server and storage) branded products as well as associated network (access points, switches, UPS) equipment. We will assist your agency in facilitating repairs for these products through the provider.

The customer may return a product for repair that is not covered by warranty. A standard repair fee, specific to the product, is charged for any product that is repaired outside of the warranty period. Repairs performed on products out of warranty carry a 90-day warranty, which begins the day the repaired item is shipped back to the customer. For items classified as "No Trouble Found" (NTF); the customer is notified if, after examining and testing a returned product, L-3 Mobile-Vision concludes that the product is not defective. The product is returned at the customer's expense and the customer is charged a nominal examination and testing fee (Bench Fee) or the standard repair fee, whichever is less.

SUPPORT

Warranty repairs and support can be arranged by calling (800) 338-8475 Monday - Thursday between the hours of 8:00 AM and 8:00 PM EST and Friday between the hours of 8am and 6pm EST or via e-mail at DESSUPPORT.MVI@l-3com.com (a valid warranty or extended maintenance agreement is required to receive technical support) where a ticket number will be designated and the issue assigned to a member of the support team. An authorized point-of-contact name and phone number will also be needed in case follow-up information is required. L-3 Mobile-Vision provides on-line diagnosis and support for our Back Office video management systems. Most service requests can be handled through this remote method. If the problem is determined to be related to any of the L-3 Mobile-Vision provided hardware, then L-3 Mobile-Vision will coordinate the service with the appropriate hardware provider and facilitate the fix or replacement. Should an agency not be able to, or prefers not to provide the support necessary for our technicians to repair the equipment remotely, on-site service may be required. L-3 Mobile-Vision does not guarantee a specific response time if on-site service is required. All product support is provided remotely through our Technical Support and Depot Repair Center. If on-site or "near-site" support is needed through our vendors or directly from L-3 Mobile-Vision the customer is responsible for all related labor, parts and travel charges. If the customer has an active warranty the parts will be provided under the domain of the warranty agreement. Near-site support offers convenient off-premise third-party drive-in service of your L-3 Mobile-Vision equipment. L-3 Mobile-Vision does not cover near-site support under the warranty by a third-party vendor.

Please note: We will attempt to contact your representative (3) times. If we do not hear from your representative 24 hours after we place the 3rd call, the issue will be deemed resolved and we will close the ticket.

Note: Some component parts are specifically designed for customer removal and replacement. If during troubleshooting the L-3 Mobile-Vision support engineer determines that a repair can be accomplished with such a part or component, L-3 Mobile-Vision will ship the component part directly to the customer. Unless otherwise noted, service parts will be shipped via ground freight service.

Service Level Objective: While L-3 Mobile-Vision does not guarantee resolution time, we strive to resolve all cases in a fast and efficient manner to ensure customer satisfaction.

Non-critical issues will be acknowledged within 1 business hour, Monday-Friday only, excluding holidays. Resolution will begin within 24 hours followed by on-going daily status updates until resolution is confirmed with the FOC.

Critical Support issues (Priority 1) will be acknowledged within 1 business hour. Resolution will begin within 4 business hours followed by ongoing daily status updates until the resolution is confirmed with the

LIMITED Warranty Statement and Support Overview

Effective Date: 07/01/16

POC. After-hours requests for critical support will be handled in the same manner. However, response will start within 4 hours of the call.

After hours/Holiday/Weekend support: If the request for a support call is made outside the aforementioned normal hours, a callback will be made no later than the next business day. If you have a Priority 1 issue, you will need to state the issue and severity in your e-mail or voicemail. Your issue will be escalated to the on-call Technical Support Engineer and will be addressed within (4) hours.

Support Classifications

Priority 3 – Product feature and/or administration questions. Low severity.

Priority 2 – Minor feature/product failure, convenient workaround exists. This may require servicing or repair of one or more components. If service or repair is required, we will issue an RMA number and instruct your representative to return the defective components to us or a designated service center or third party provider. Advance replacement of components will be at the discretion of L-3 Mobile-Vision.

Priority 1 - Product or major feature failure or data corruption. The system is not operational or useable by your organization. Resolution times may vary depending on the nature of the problem and your representative's availability. We will continue to provide updates until the ticket is closed.

THE LIMITED WARRANTY SET FORTH ABOVE IS L-3 MOBILE-VISION'S ONLY WARRANTY IN CONNECTION WITH L-3 MOBILE-VISION'S HARDWARE AND/OR SOFTWARE PRODUCTS. ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, CONTRACTUAL OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED AND DISCLAIMED. IN NO EVENT SHALL L-3 MOBILE-VISION'S LIABILITY UNDER THIS WARRANTY EXCEED THE OBLIGATION TO REPAIR OR REPLACE, AT L-3 MOBILE-VISION'S DISCRETION, A WARRANTED PRODUCT, AND, WITHOUT LIMITING THE FOREGOING, L-3 MOBILE-VISION'S LIABILITY UNDER THIS WARRANTY SHALL NOT EXCEED THE COST OF THE COVERED PRODUCT. L-3 MOBILE-VISION RESERVES THE RIGHT TO MODIFY OR CHANGE THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY AT ANY TIME.

END OF DOCUMENT